

# Promotion Rules - Challenge Deliveroo

These promotion rules ("Rules") apply to the promotion with a purchase requirement titled "Challenge Deliveroo" organized by Deliveroo Belgium SPRL available for a duration of twenty-eight (28) days starting from its activation, which must be done within ten (10) days from the promotion (the "promotion").

By participating, you accept the conditions of these Rules and declare that you have read and understood the Privacy Policy of Deliveroo Belgium SPRL accessible at <https://deliveroo.be/en/privacy>.

**1. Organizer:** Deliveroo Belgium SPRL, with its registered office at Blvd Saint-Lazare 4/10, 1210 Saint-Josse-ten-Noode ("Organizer").

**2. Entry Period:** The entry period is divided as follows:

- The promotion is activated by the participant, under the conditions provided in Article 5 below, within ten (10) days from the notification of the promotion to participants (Belgian time) (the "Entry Period");
- From the day the participant activates the promotion, the promotion is open for a duration of twenty-eight (28) days (the "Challenge Period").

**3. promotion Access:** The promotion is activated through the invitation received via a pop-up window on the website or application by the participant and accessible on the Deliveroo website and application (the "Site").

**4. Participation Conditions:** To participate in the promotion, every participant must:

- Reside in Belgium;
- Be at least 18 years old at the time of participation;
- Have a Deliveroo account;
- Have internet access;
- Have received an invitation to participate via a pop-up window notification on the Site. (the "Participant(s)").

Only entries that comply with all the provisions of this article will be considered. The Organizer reserves the right to request proof of eligibility at any time in a form it deems reasonably necessary.

The following individuals are not eligible to participate in the promotion:

- (i) any employee or individual engaged by the Organizer or any of its affiliated companies,
- (ii) immediate family members and/or household members (whether related or not) of any of these individuals,
- (iii) any other person professionally involved in the operation or administration of the promotion, and
- (iv) any person who does not meet the conditions of Article 4 of the Rules.

**5. Participation Procedure:** any person meeting the conditions of Article 4 above can participate in the promotion by visiting the Site during the Duration. promotion participation takes place in two periods:

- During the promotion Activation Period:
  - the participant receives an invitation to participate in the promotion via a pop-up window notification on the Site,
  - the Participant clicks on the invitation to participate in the promotion and activates the promotion by placing an order with a minimum amount of twelve (12) euros (excluding service and delivery fees) from the restaurants and stores available on the Site, before the expiration of the promotion Activation Period.
- From the activation of the promotion, the promotion Participation Period begins.
- During the promotion Participation Period, the participant will have twenty-eight (28) days to place three (3) Qualifying Orders as defined below.

"A 'Qualifying Order' refers to an order with a minimum amount of twelve (12) euros (excluding service and delivery fees) placed, paid, and delivered from the activation of the promotion by the participant and during the promotion Participation Period, on the Site from all the restaurants and stores available on the Site in Belgium.

Upon completing four (4) orders (one (1) activation order and three (3) Qualifying Orders), the participant will be eligible to receive a Prize as outlined in Article 6 of these Rules (the 'Qualified Participant')."

## **6. Prizes and Prize Allocation:**

**Prize:** Each participant who meets the Participation Terms outlined in Article 5 above will be eligible to receive one (1) prize, which consists of a twenty (20) euro discount voucher available for an order with a minimum amount of twenty (20) euros (excluding service and delivery fees) from the restaurants and stores available on the Site (the "Prize"). The offer cannot be combined with any other discounts or promotions, except for those directly applicable on the Deliveroo application/website. Service fees, delivery fees, and geographic restrictions apply.

**Prize Allocation:** The Prize will be automatically added to the Deliveroo account of the Qualified Participant and will be valid for fourteen (14) days from the notification to the Qualified Participant of the prize allocation through a pop-up window on the Site.

The Qualified Participant will also be informed of the voucher amount and its conditions of use as provided in Article 6 of these Rules (minimum order amount, excluding service and delivery fees, validity period) through a pop-up window on the Site (application and/or website) as soon as they have placed their final Qualifying Order. Only one Prize is allowed per Qualified Participant.

The Prize and its use are subject to the Deliveroo "Vouchers and Credits" General Terms and Conditions, which can be found here: <https://deliveroo.be/en/legal>

Prizes will not be awarded to any Qualified Participant if the Organizer fails to contact the respective winner(s) or if the respective winner(s) refuse the Prizes. In such cases, participation will be deemed abandoned, and the Organizer reserves the right to retain ownership of the respective Prizes.

The Organizer reserves the right to change the Prize without prior notice. However, if that were to be the case, the value of the Prize will be equivalent to or greater than the replaced product.

The Prizes described above only include what is indicated, excluding anything else. They are not transferable to a third party and cannot be subject to any dispute or claim from the winners, nor can they be exchanged for their cash value or replaced for any reason. Under no circumstances will the Organizer be held responsible for the availability time of the Prizes or for the winners' inability to benefit from the Prizes due to circumstances beyond the Organizer's control.

The Organizer disclaims any responsibility for any incidents or damages of any kind that may arise from the enjoyment of the awarded Prizes and/or their use, which the winners expressly acknowledge.

The Organizer reserves the right to cancel, modify, or suspend the promotion in the event of events, circumstances, or causes beyond its reasonable control. To the extent possible, any changes affecting the promotion will be communicated in advance through the modification of these rules and/or on the Organizer's social media channels.

**7. Prize Delivery or Collection:** After verifying the regularity of participation and the conditions for granting the respective Prize, Qualified Participants will receive a notification through a pop-up window on the Site (application or website) confirming that they have received their Prize. The Prize will be directly applied to the Deliveroo account of the Qualified Participants, as indicated in Article 6 below.

The awarded Prizes are personal and non-transferable. Furthermore, the Prizes cannot under any circumstances be contested, exchanged, or subject to any other form of compensation by the winners.

**8. Publicity:** Subject to obtaining the Participant's acceptance, the Organizer may potentially share, publish, or promote any image, video, text, or other content of the Participant related to the promotion on its website, blogs, or its Facebook, Instagram, or Twitter account.

**9. Liability:** The Organizer shall not be held liable in the event of:

- (i) non-performance or improper performance of the contract attributable either to the Participant, or to the unforeseeable and insurmountable action of a third party to the contract, or to force majeure;
- (ii) loss that is not caused by the Organizer (or any person acting on behalf of the Organizer);
- (iii) loss caused by any event or circumstance beyond the reasonable control of the Organizer;
- (iv) loss of profits or revenue, anticipated savings, or customer base; or
- (v) unavailability of the Deliveroo website or application, communication issues, network connection problems, network congestion, computer or connection failure, or malfunction of the site for a specific browser, as well as transfer time issues, access to uploaded information, response times to display, view, or transfer data, and the risk of connection interruption.

**10. Cancellation and Modification:** The Organizer reserves the right to modify, suspend, or cancel the promotion and/or the Regulations if deemed necessary or appropriate, especially in the event of a violation of applicable law or if the modification, suspension, or cancellation is necessary due to an event beyond the reasonable control of the Organizer.

**11. Disqualification:** The Organizer reserves the right to disqualify, at any time, any participation that it deems to be in violation of these Regulations, any other applicable conditions specified in these Regulations, or any applicable law.

**12. Non-Waiver:** If any provision of the Regulations is deemed invalid, illegal, or unenforceable by a competent court or authority, such a decision shall not affect the remaining provisions of the Regulations. The Organizer's failure to enforce any provision of the Regulations shall not constitute a waiver of that provision.

**13. Applicable Law and Jurisdiction:** These Regulations are governed by Belgian law. Any dispute arising therefrom shall be subject to the exclusive jurisdiction of the Belgian courts.

**14. Personal Data:** The participants' personal data processed by the Organizer in the context of the promotion will be handled in accordance with the Deliveroo Belgium Privacy Policy accessible at <https://deliveroo.be/en/privacy>:

Deliveroo is the data controller for the personal data of the participants collected in the context of the promotion.

Deliveroo will process and authorize the processing of participants' personal data for the purposes described in these Regulations and within the Deliveroo Belgium Privacy Policy, including the management of the promotion.

It is necessary for Deliveroo to use participants' personal data to fulfill its obligations to the participants regarding the management of the promotion, or it is in Deliveroo's legitimate interest to use this data as described in these Regulations to ensure the proper administration of the promotion.

Deliveroo may share participants' personal data with certain service providers to assist in the management of the promotion.

Deliveroo will retain participants' personal data for as long as necessary for the purposes described in these Regulations and in the Deliveroo Belgium Privacy Policy.

Participants have certain rights regarding their personal data:

- (i) to obtain copies of their data;
  - (ii) to have their data rectified or deleted;
  - (iii) to restrict how their data is used;
  - (iv) to object to the use of their data;
  - (v) to transfer their data;
  - (vi) not to be subject to decisions based solely on automated processing (including profiling);
- and
- (vii) to lodge a complaint with the relevant data protection authority. Please note that these rights are not absolute and may vary depending on the circumstances and any applicable exemptions.

**15. Contact:** Any questions or information requests can be sent to the Organizer at the following address: [hello@deliveroo.be](mailto:hello@deliveroo.be)

**16. Access to the Regulations:** These Regulations are made available to participants at <https://deliveroo.be/en/legal>.

