

Deliveroo Pedestrian TV Free Delivery Competition Terms and Conditions

Background

1. Deliveroo Pedestrian TV Free Delivery Competition (**Competition**).
2. The promoter is Deliveroo Australia Pty Ltd (ABN 73 607 915 640) of Level 2, 161 Collins St, Melbourne, Victoria, 3000 (**Promoter**). To contact the Promoter, please call +61 1300 335 485.
3. The promotion period is on and from 6.00am AEST Monday, 5th of August 2019 to 5.00pm AEST Thursday, 31st of October 2019 (**Promotion Period**), entries must be received before the end of the Promotion Period in order to be valid.
4. By entering this promotion, you acknowledge that you have read these terms and conditions and that you agree to be bound by them. Information on how to enter form part of these terms and conditions.
5. The daily prize is free delivery with Deliveroo for a year in the form of a credit up to the value of \$322.20 to be applied to the winners Deliveroo account.
6. The grand prize is free delivery for life in the form of a credit up to the value of \$6444.00 to be applied to the winners Deliveroo account.

Entry

7. To enter the Competition you must, before the end of the Promotion Period:
 - a place any order via Deliveroo Australia; and
 - b enter the weekly Competition voucher code (made available on Pedestrian TV) before checkout.
8. Voucher codes are case sensitive and must be entered in capitals as specified in promotion materials.
9. The voucher code cannot be used in conjunction with any other offer.
10. The Promoter reserves the right to disqualify an entry in breach of these terms and conditions or an entrant who seeks to manipulate the entry process, or who is in breach of the Promoter's Terms of Use for Website and Applications <https://deliveroo.com.au/legal>.

Eligibility

11. To be eligible to enter the competition you must:
 - a have an account with Deliveroo Australia;
 - b be at least 18 years of age; and
 - c be a current resident of Australia.
12. The following are not eligible to enter the Competition:
 - a employees, directors, management, licensees and contractors of the Promoter, its related companies and agencies associated with the Promoter including Nine Entertainment Co Pty Ltd ABN 59 122 205 065 (**Sponsor**);

- b the immediate family of the above-listed persons (immediate family includes but is not limited to spouse, ex-spouse, de-facto spouse, child, step-child, parent, grandparent, 1st cousin, uncle, aunt, niece); and
 - c any suppliers to the Promoter.
- 13. Winners of the daily prize will receive free delivery with Deliveroo for a year in the form of a credit up to the value of \$322.20 to be applied to their Deliveroo account. Winners of the daily prize are ineligible from winning another daily prize for the duration of the Competition.
- 14. Winners of the daily prize remain eligible to win the grand prize of free delivery for life in the form of a credit up to the value of \$6444.00 to be applied to their Deliveroo account.
- 15. Eligible participants may enter as many times as they wish for the duration of the Competition subject to clauses 13 and 14 above.

Notification

- 16. Daily winners of free delivery for a year will be drawn at random each Monday at 4.00pm AEST during the Promotion Period at Level 1, 66 Wentworth Ave, Surry Hills 2010 for the 7 days prior and will be notified no later than 6.00pm 2 business days after the draw via email and/or phone call.
- 17. Winner of a lifetime of free delivery will be drawn at 4.00pm AEST on Monday 4th of November 2019 and the winner will be notified no later than 6.00pm 2 business days of the draw via email and/or phone call.
- 18. The first valid entry drawn for each prize will win.
- 19. Each prize is not transferrable for cash.
- 20. The result of each draw is final and binding and no correspondence will be entered into. Winners are responsible for monitoring their email and/or phone.
- 21. The winners of each prize will be published on <https://foodscene.deliveroo.com.au/> within 5 business days of each draw.

Reward & Claiming

- 22. Each daily winner will receive a credit to the value of \$322.20 applied directly to their account within 5 business days from the draw and the winner of the grand prize will receive a credit to the value of \$6444.00 applied directly to their account within 5 business days from the draw (each a **Prize** and together the **Prizes**).
- 23. The credit amounts specified in point 22 above can only be applied to one Deliveroo account.
- 24. Total Prize pool for the Competition will be \$34,797.60.

General

25. All times referred to in these terms and conditions refer to Australian Eastern Standard Time (AEST).
26. Each Prize winner must take the Prize as described and on the conditions stated in these terms and conditions, and the Prize cannot be used in conjunction with any other offer.
27. The Promoter is not responsible for any technical malfunction of any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission, interruption or otherwise. The time of entry will be deemed to be the time the entry is received by the Promoter.
28. The Promoter reserves the right to request a winner to provide proof of identity, age and place of residency in order to claim the Prize. Proof of identification, age, and residency considered suitable for verification is at the discretion of the Promoter. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. The Promoter, the Sponsor, their related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any Prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.
30. The exclusion of liability in clause 29 does not apply to limit or exclude liability:
 - a for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. For the avoidance of doubt, third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; or
 - b to the extent it is not permissible at law, to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).
31. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any Prizes (including to third parties involved in the promotion and any applicable statutory authorities). Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance

with the Promoter's Privacy Policy (a copy of which is available at <https://deliveroo.com.au/privacy>).

32. By accepting the Prize, the winner agrees to participate in and co-operate as required with all reasonable social media editorial requests relating to the Prize, including but not limited to, being photographed. The winner will not be entitled to any fee for participating in these activities.
33. The Promoter reserves the right to redraw in the event of a winner being unable to satisfy these promotion terms and conditions of entry or forfeiting or not claiming a Prize. The Promoter will use all reasonable efforts to contact each winner on or before 6.00pm 2 business days after the draw of each daily prize and the grand prize. However, if a winner remains uncontactable at 9:00am on the day after the dates specified above, their Prize will be considered forfeited. For any Prize that remains unclaimed or forfeited (through ineligibility or otherwise), the Promoter will conduct an unclaimed Prize draw at 9:00am on 4th February 2020, 3 months post the major draw prize at the same place as the original draw, subject to any written direction given under applicable law. The first, and subsequent (if required) valid entries randomly drawn will be notified within 2 business days after the draw.
34. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions of entry, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this Competition.
35. Each Prize must be taken as stated and no compensation will be payable if a winner is unable to use the Prize (or any part of the Prize) as stated. Any part of a Prize that cannot be taken as stated will be forfeited. The Prize is not transferable to another person (unless agreed by the Promoter).
36. The Promoter reserves the right to change the terms and conditions of the Competition at any time.
37. This Competition and these terms and conditions are governed and construed in accordance with the laws in force in Australia.

NSW Permit Number: LTPM/19/04696

ACT Permit Number: 19/03828

SA Permit Number: T19/1199