

Terms and Conditions

Glovapp Kenya, LLC with address at Westcom Point, Mahiga Mairu Avenue, 2nd Floor, P.O. Box 13423-00800, Westlands (hereinafter "GLOVO"), plans to carry out a Raffle (hereinafter "Raffle") through the GLOVO platform.

The mere act of participating in this Raffle implies the acceptance of these Terms and Conditions without reservation, as well as the criteria for the resolution of any issue arising from this Raffle.

1. PARTICIPANTS

Users of the GLOVO platform who have a courier account (hereinafter "COURIERS"), provided that they offer their services to other users (i.e. Businesses and Customers) in **Kenya** are eligible to participate in the Raffle.

2. DURATION

Four Raffles will be held between November 2022 and December 2022. All Raffles will be announced in advance through the Newsletter that COURIERS receive by email in accordance with the following calendar:

	Newsletter day
Raffle 1	16/11/2022
Raffle 2	23/11/2022
Raffle 3	30/11/2022
Raffle 4	7/12/2022

The starting date and the last day for participating in the Raffle will be also announced through the above-mentioned Newsletter in accordance with the following calendar:

	Starting day	Deadline*
Raffle 1	21/11/2022	27/11/2022
Raffle 2	28/11/2022	4/12/2022
Raffle 3	5/12/2022	11/12/2022
Raffle 4	12/12/2022	18/12/2022

* It is understood that the closing date to participate will be at 23:59 hours on the day indicated as the deadline in the Newsletter.

3. DEVELOPMENT OF THE Raffle

The Newsletters will also specify on a weekly basis:

- The requirements to be met by the COURIERS who voluntarily wish to participate in the Raffles.
- The prizes to be awarded in those Raffles.

The prizes are not transferable to third parties, are not exchangeable, nor redeemable for their cash value, and cannot be claimed by anyone other than the winner.

COURIERS will be able to participate in the four Raffles on a weekly basis if they meet the requirements to participate that will be published weekly in the Newsletter.

4. WINNERS AND PRIZES

The Raffles will take place among all the COURIERS who have fulfilled the participation requirements indicated in the Newsletter of the corresponding week. Winners will be selected through a random and automatic Raffle and will be announced in the Newsletter of the following week.

If the winner is a person who does not comply with these Terms and Conditions, he/she will lose his/her right to obtain the prize and GLOVO will proceed to select another winner by repeating the above mentioned procedure.

The Raffles will take place according to the following schedule:

	Raffle day
Raffle 1	29/11/2022
Raffle 2	6/12/2022
Raffle 3	13/12/2022
Raffle 4	22/12/2022

The winners will be published in the Newsletter of the following week according to the following calendar:

	Publication of the winners
Raffle 1	30/12/2022
Raffle 2	7/12/2022

Raffle 3	14/12/2022
Raffle 4	21/12/2022

GLOVO reserves the right to change the date of the Raffle in the event that it cannot be held on the aforementioned date and, therefore, the day of the selection of the winners.

Winners will be informed by email (GLOVO will address the email associated with the courier account) about the place, days and times to collect the prize.

In the event that there are fewer participants than the amount of the prizes indicated in the Newsletter, GLOVO reserves the right to modify the number of prizes to be awarded.

The prizes must be withdrawn by the winners within the maximum period of 15 calendar days from the date on which the result of the Raffle is communicated to the winner.

In the event that the winners do not withdraw the prizes on the agreed day and time, and within the period of 15 days indicated, GLOVO may dispose of the prizes in the way it deems appropriate, it being understood that the winners have rejected the prizes.

GLOVO is not responsible for the costs of transportation to and from the place where the prize will be delivered, and/or any other cost and/or damage linked and/or derived from the withdrawal and/or use of the prize(s).

Any kind of tax and/or charge that corresponds to the prizes will be the exclusive charge and payment of the winner of the prize, disassociating GLOVO from any responsibility in this regard.

5. PERSONAL DATA

The participant authorizes and consents to their data being processed and incorporated into a file for which **Glovoapp Kenya LLC** is responsible and which will be used to correctly manage this Raffle, contact the winner and deliver the corresponding prize. The basis of legitimacy of the processing of the data will be the consent given by the participant when accepting these legal bases. The data will not be communicated to third parties, unless legally obliged to do so. No international data transfers will be made.

Once the Raffle has ended, the personal data will be deleted within a maximum period of six (6) months, unless an incident occurs, in which case, the personal data of the participants affected by the incident will be kept until the incident is completely and correctly resolved.

The participant guarantees that all the data provided is true.

The participant may exercise his/her rights of access, rectification, deletion, limitation of processing, portability and opposition at any time free of charge by e-mail to the address gdpr@glovoapp.com or at any time contact the Local Data Protection Authority and claim, where appropriate, the protection of his/her rights.

These data will be processed in accordance with the General Data Protection Regulation (EU) 2016/679.

Further information about GLOVO's Privacy and Cookie Policy can be found on the GLOVO platform.

6. CONTROL AND SECURITY STANDARDS

GLOVO reserves the right to take all appropriate measures to prevent any conduct that it suspects to act in fraud of this Raffle or in breach of its Terms and Conditions or to the detriment of other participants, which first and immediate consequence will be the exclusion of the participant and the loss of any right to the prize that he/she may have won.

GLOVO is authorized to, in its sole discretion, exclude at any time from the Raffles those participants who do not comply with these Terms and Conditions.

GLOVO reserves the right to incorporate the modifications it deems pertinent to these Terms and Conditions, including the incorporation of additional requirements, conditions to participate and the validity of these, changes in the Raffles mechanism, as well as the modification of the prize(s). Any change will be announced in advance in the Newsletter.

7. OTHER TERMS AND CONDITIONS OF THE RAFFLE

GLOVO reserves the right to make changes to the development of this Raffle at any time and/or put an early end or cancel the Raffle if necessary for just cause, without any liability and without the participants being entitled to compensation. However, such changes will be duly communicated. GLOVO will make every effort to ensure that any changes do not disadvantage one participant over another.

By participating in this Raffle the participant acknowledges and agrees that the intellectual property rights to the publicity materials of this Raffle belong to GLOVO. Unauthorized reproduction, distribution or transformation of any advertising or promotional materials constitutes an infringement of the owner's intellectual property rights.

The COURIER, by accepting these Terms and Conditions, gives to GLOVO the consent and authorization for publishing his/her name, his/her photo, and his/her condition of winner of the Raffle in the relevant weekly Newsletter.

At the time of participating in the Raffle, COURIERS declare to agree and accept these Terms and Conditions, waiving any claim in this regard.

8. INTERPRETATION OF THE TERMS AND CONDITIONS AND RESOLUTION OF CONFLICTS

The interpretation and fulfillment of these Terms and Conditions Shall be governed by the law of the country in which the GLOVO company is incorporated.

Any dispute arising from the interpretation or fulfillment of these Terms and Conditions shall be submitted to the Courts and Tribunals of the city in which GLOVO company is domiciled, expressly waiving any other jurisdiction that may correspond, except that, in the case of disputes with consumers, another Judge or Court may be the one that corresponds to the consumer's domicile.