

UberEATS UK: Eater Discount Promotions Terms and Conditions

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING. YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND AGREED TO BE BOUND BY THEM WHEN PARTICIPATING IN THIS PROMOTION. AMONG OTHER THINGS, THESE TERMS AND CONDITIONS INCLUDE LIMITATIONS OF YOUR RIGHTS AND REMEDIES.

A. Eligibility

1. These terms and conditions apply to all UberEATS promotions publicised in the United Kingdom (each a "Promotion"), unless otherwise specified in the Promotion marketing.
2. The Promotion is open to all individuals aged 18 years or over who have an UberEATS account and are compliant with the UberEATS User Terms (<https://www.uber.com/legal/terms/gb/>), except employees of the Promoter, their families, agents or any third party directly associated with administration of the Promotion. Proof of age and/or identity and/or residency may be required.
3. UberEATS user Terms and Conditions (<https://www.uber.com/legal/terms/gb/>) and Privacy Statement (<https://www.uber.com/legal/privacy/users/en/>) apply to the extent applicable to this Promotion.

B. Promotion details

4. The Promotion will be available for the period of time specified in the Promotion marketing. If no period of time is specified therein, the Promotion will be available for a limited time only at Uber's sole discretion. The Promoter reserves the right to hold void, cancel, suspend, or amend the Promotion or where it becomes necessary to do so.
5. Participation in the Promotion is limited to UberEATS users in locations in the United Kingdom where UberEATS is available.

C. Entry

Promotion Codes

6. To redeem a code (a "Discount Code"), a user of the UberEATS app must have a smartphone with GPS capability, have downloaded the UberEATS app or signed-up at <https://get.uber.com/sign-up/>, registered and have active internet connection.
7. UberEATS users who enter the Discount Code before requesting an order will get up to the value of the Discount Code off the number of orders specified in the promotion marketing (the "Discount"). The Discount may be either a specified amount off an order (e.g., up to £5, or up to £10), or a specified percentage off an order (e.g., 10%, 20%). The Promotion marketing may specify that the Discount Code may only be redeemed by new users of the UberEATS app on their first one or more orders (as specified in the Promotion marketing).

8. The Discount Code is redeemable for a discount to be used toward the total cost of a user's order(s) (the number of which will be specified in the Promotion marketing) on the UberEATS app.
9. Discount as a specified amount off an order: If the user's order(s) costs less than the Discount, the remaining amount cannot be rolled over. If the user's order(s) costs more than the Discount, the new user will be liable for the full remaining balance of the order, which shall be charged to the payment method attached to the user's UberEATS account.
10. Discount as a specified percentage of an order: a user of the UberEATS app will have access to the Discount, subject to any maximum order value specified in the Promotion marketing.
11. A Code may only be used once by each UberEATS user and will be valid until the date specified in the relevant Promotion marketing, or for the number of orders specified in the Promotion marketing. Unless otherwise specified in the Promotion marketing, a Code will expire ninety (90) days from the date of the Promotion marketing.
12. A Code cannot be transferred, duplicated or sold and there is no cash value.
13. Successful redemption of a Code is subject to the availability of UberEATS delivery partners.
14. A Code is not cumulative and cannot be used in conjunction with other promotion codes. The last promotion code a user applies will be the first promo code used.

G1G1 Promotion

15. Existing UberEATS users (an "Existing User") will get up to the amount specified in the promotion marketing off their next order on the UberEATS app for every individual that sign-ups to UberEATS and applies the Existing User's personal promotion code (a "G1G1 Code") to their first order via the UberEATS app (a "New User") (the "G1G1 Offer").
16. The Existing User Offer will be automatically applied to an eligible Existing User's UberEATS account and discounted from their next order on the UberEATS app.
17. New Users receive a discount of up to the amount specified in the promotion marketing off their first order on the UberEATS app (the "New User Offer"). In order to redeem a G1G1 Code, New Users must download the UberEATS app and accept the terms of use. New Users must enter the G1G1 Code before requesting their first ride. The New User Offer will be automatically applied to their New User Uber account. The New User Offer will be discounted from an eligible New User's first order on the UberEATS app. The Existing User Offer and the New User Offer are together the "Offers".
18. The Offers are redeemable for a one-time discount to be used toward the total cost of the Existing User's next order or the New User's first order (as the case may be) on the UberEATS app. If the order costs less than the value of the applicable Offer, the remaining amount cannot be rolled over.

19. The Offers cannot be transferred, duplicated or sold and there is no cash value.
20. The Offers are valid for use within 90 days of becoming available and are limited to use in the UK in locations where UberEATS is available.
21. Successful redemption of the Offers is subject to the availability of UberEATS delivery partners.

D. General

15. The Promoter does not assume any responsibility for any typographical or other error in the administration of the Promotion.
16. The decision of the Promoter regarding any aspect of the Promotion is final and binding and no correspondence will be entered into about it.
17. Third party terms and conditions may apply to any part of the Promotion where applicable.
18. Participants are deemed to have accepted and agreed to be bound by these Terms and Conditions upon participation in the Promotion. The Promoters reserve the right to refuse participant in the Promotion to anyone in breach of these Terms and Conditions.
19. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate a participator, accept any liability (whether direct, indirect, special, incidental, exemplary, punitive or consequential) for any loss, damage, personal injury or death arising out of or in connection with any participant's participation in the Promotion whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not the Promoter or its affiliates have been advised of the possibility of such loss, damage, personal injury or death. Your statutory rights are not affected. Any liability of the Promoter arising in connection with the Promotion shall be several and the Promoter accepts no joint and several liability in connection with the Promotion.
20. The Promoter reserves the right to modify and amend these Terms and Conditions from time to time during the Promotion period.
21. The invalidity or unenforceability of any provision, or part thereof, of these Terms and Conditions will not affect the validity or enforceability of any other provision or part thereof. In the event that any provision, or part thereof, of these Terms and Conditions is determined to be invalid or otherwise unenforceable or illegal, the other provisions, or parts thereof, will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Promoter's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that term or any other provision of these Terms and Conditions.
22. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in the Promotion-related materials and these Terms and Conditions, these Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Promoter's sole and absolute discretion.

23. Except where prohibited by law, participants agree that any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to the Promotion shall be resolved individually, without resort to any form of class action, and shall be first mandatorily submitted to settlement proceedings under the International Chamber of Commerce Mediation Rules (ICC Mediation Rules). If the said dispute has not been settled within sixty (60) days after a request for Mediation has been submitted under the said ICC Mediation Rules, such dispute shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (ICC Arbitration Rules). The ICC Rules' Emergency Arbitrator provisions are excluded. The dispute shall be resolved by one arbitrator to be appointed in accordance with the ICC Rules. The place of arbitration shall be Amsterdam, The Netherlands. The language of the arbitration shall be English.
24. All issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions, or the rights and obligations of the participants and the Promoter or its affiliates in connection with the Promotion (whether contractual or non-contractual), shall be governed by, and construed in accordance with the laws of England and Wales.
25. The Promoter of this Promotion is Uber B.V., of Vijzelstraat 68-78, 1017 HL Amsterdam, Netherlands.