

Uber Eats Delivery Person Winter Raffle: terms and conditions

1. Overview

- a. This Uber Eats Delivery Person Winter Raffle (“**Competition**”) is conducted by Uber Australia Pty Ltd (ABN 49 160 299 865) (“**we**”, “**us**” or “**our**”) on behalf of Portier Pacific Pty Ltd (ABN 28 622 365 459).
- b. By entering this Competition, all entrants (“**you**” or “**your**”) agree to be bound by these terms and conditions (“**Terms**”) and our [privacy policy](#), and (without limiting anything else, including clauses 7b or 9a.i) agree that your first name and first letter of your last name may be published on our website and sent to other Delivery People in the event that you win. Any breach of these Terms or our privacy policy may result in disqualification from the Competition.
- c. To the extent of any inconsistency between these Terms and any other reference to this Competition, these Terms prevail.
- d. The Competition commences at the Start Time and ends at the End Time and comprises 8 weekly draw periods, each of which commences at 12am on each Monday and ends at 11:59pm on the following Sunday (each, a “**Draw Period**”).

2. Interpretation and definitions

2.1 Interpretation

In these Terms, unless otherwise indicated:

- a. a reference to time means a reference to the local time in the relevant Promotion Location; and
- b. a reference to ‘\$’ means a reference to Australian currency.

2.2 Definitions

“**Active**” means not deactivated or suspended.

“**Delivery Person**” means an independent contractor who may be subcontracted by Portier Pacific Pty Ltd (via the Uber Driver App), to undertake the delivery services provided under an agreement between Portier Pacific Pty Ltd and the customer. A Delivery Person is not an employee of Uber Australia Pty Ltd, Portier Pacific Pty Ltd or any of their affiliates and may delegate to another person to undertake such delivery services.

“**Eater**” means a person who places an order for food, beverages or other items for delivery via the Uber Eats app.

“**Eligible Trip**” means a trip accepted by a Delivery Person that:

- a. commences at or after the Start Time, but no later than the End Time;
- b. continues until Trip Completion; and
- c. takes place in a Promotion Location.

“**End Time**” means 11:59pm on 19 September 2021.

“**Force Majeure Event**” means an event or circumstance beyond our reasonable control, including natural disaster, acts of war, riots, vandalism, failure or shortage of power supplies

or other essential utility, pandemic, epidemic, quarantine or other widespread or serious threat to human health (including an outbreak or recurrence), strike, a change in applicable law or platform rules, government imposed shutdown or closure, infection by computer virus, bugs, tampering, unauthorised intervention, fraud or technical failures, down time or issues.

“Immediate Families” means any of the following (whether natural, step or adopted): spouse, ex-spouse, de-facto spouse, child, parent, grandparent, uncle, aunt, niece, nephew or sibling.

“Peak Day” means Friday, Saturday or Sunday.

“Peak Hours” means:

- a. 11am – 2pm; and
- b. 5pm – 9pm.

“Personal Information” has the meaning in the Privacy Act 1988 (Cth).

“Promotion Location” means the area where Uber Eats is available in each of the following locations:

- a. Sydney;
- b. Melbourne;
- c. Perth;
- d. Brisbane; and
- e. Gold Coast.

“Related Bodies Corporate” has the meaning in the Corporations Act 2001 (Cth).

“Start Time” means 12am on 26 July 2021.

“Trip Completion” means the successful delivery (by handing over, or leaving in a designated spot in accordance with instructions) by a Delivery Person of an order to the Eater.

3. Eligibility

- a. The Competition is open to Delivery People in Australia who, at the end of any Draw Period:
 - i. have completed at least 5 Eligible Trips during the applicable Draw Period;
 - ii. hold a Delivery Person account that is Active; and
 - iii. have not won a prize in this Competition for any previous Draw Period.
- b. For each Draw Period that you meet the eligibility criteria, you will be automatically entered into the Competition. We will notify you that you have been entered into the Competition for that Draw Period by sending a notification to your nominated email address, mobile number and/or Uber Driver App.

- c. Employees (and their Immediate Families) of Uber Australia Pty Ltd, Portier Pacific Pty Ltd, any of their affiliates and the agencies associated with this Competition are ineligible to participate.

4. Entries

4.1 Calculation of entries

- a. This Competition is a game of chance. Skill plays no part.
- b. For each Eligible Trip you complete during a Draw Period, you will automatically gain:
 - i. 1 entry if the Eligible Trip includes 1 drop-off; or
 - ii. 2 entries if the Eligible Trip includes 2 or more drop-offs,
(“**Base Number of Entries**”).
- c. Your Base Number of Entries will automatically be:
 - i. doubled if you accepted the Eligible Trip during Peak Hours on a day other than a Peak Day;
 - ii. doubled if you accepted the Eligible Trip outside of Peak Hours on a Peak Day; or
 - iii. quadrupled if you accepted the Eligible Trip during Peak Hours on a Peak Day.
- d. You will accrue entries during each Draw Period that you meet the eligibility criteria (specified at clause 3a) for. Entries only contribute to the draw for the Draw Period in which they were accrued and will automatically reset at the start of the next Draw Period.
- e. The time of each entry will be the time and date that a Delivery Person accepted the Eligible Trip according to our internal servers. This means that, if an Eligible Trip starts and finishes in different Draw Periods, the entry or entries earned will count towards the Draw Period in which the Eligible Trip was accepted.
- f. After the end of any Draw Period during which you accrued entries, we will calculate your total number of entries for that Draw Period and notify you of the amount by:
 - i. email and/or text to the email address and/or mobile number on your Delivery Person account; and/or
 - ii. push notification to the device you have used to log into your Delivery Person account.
- g. For the avoidance of doubt, the more entries you accrue, the greater your chance of being drawn as a winner.

4.2 General

- a. We will not accept entries after the End Time and we are not responsible for incorrect, incomplete, cancelled or late entries. Incorrect or incomplete entries will be invalid at our discretion.
- b. You are responsible for your entries. To the fullest extent permitted by law, we are not liable in any way for your entries.

- c. We may, at any time:
 - i. verify the validity of entries and entrants (including your identity, age and place of residence); and
 - ii. disqualify any entrant whose entry is not in accordance with these Terms or who otherwise tampers or interferes with the entry process.

5. Determination of winners

- a. There will be 1 winner per Promotion Location per Draw Period, being 40 winners in total.
- b. The winners will be randomly drawn.
- c. We will conduct the draw for each Draw Period at our office at 580 George Street, Sydney, New South Wales, 2000 in accordance with the following table:

Draw Period	Date and time of draw
12am on 26 July 2021 – 11:59pm 1 August 2021	10am AEST on 4 August 2021
12am on 2 August 2021 – 11:59pm on 8 August 2021	10am AEST on 11 August 2021
12am on 9 August 2021 – 11:59pm on 15 August 2021	10am AEST on 18 August 2021
12am on 16 August 2021 – 11:59pm on 22 August 2021	10am AEST on 25 August 2021
12am on 23 August 2021 – 11:59pm on 29 August 2021	10am AEST on 1 September 2021
12am on 30 August 2021 – 11:59pm on 5 September 2021	10am AEST on 8 September 2021
12am on 6 September 2021 – 11:59pm on 12 September 2021	10am AEST on 15 September 2021
12am on 13 September 2021 – 11:59pm on 19 September 2021	10am AEST on 22 September 2021

- d. Entrants may enter multiple times over multiple Draw Periods.
- e. Entrants may only win once.
- f. Winners are ineligible to enter the Competition during any subsequent Draw Period(s).
- g. We may draw additional reserve entries and record them in case:
 - i. an invalid entry or ineligible is drawn; and
 - ii. we elect to draw on the reserve entries.

6. Prizes

The total prize pool for the Competition is \$328,000 and will be distributed to the winners of each Promotion Location in accordance with the following table:

Promotion Location	Amount awarded to the winner of each Draw Period	Competition prize pool
Sydney	\$10,000	\$80,000
Melbourne	\$10,000	\$80,000
Perth	\$8,000	\$64,000
Brisbane	\$8,000	\$64,000
Gold Coast	\$5,000	\$40,000
Total	\$41,000	\$328,000

7. Outcome

- a. The winners of each Draw Period will be notified within 3 days of the relevant draw by:
 - i. phone call and text to the mobile number on the winners' Delivery Person accounts; and
 - ii. announcement on our website at <https://www.uber.com/en-AU/blog/>.
- b. Winners' names and the length of time they have been a Delivery Person may be published on our websites and social media pages, and in any other promotional material that we consider relevant, including emails to other Delivery People. By entering the Competition, you consent to us publishing your details.
- c. Our draw is final.

8. Prize conditions

- a. Prizes are inclusive of any applicable GST.
- b. Within 28 days of the relevant draw, prizes will be paid into the bank account on the winners' Delivery Person accounts.
- c. You should seek independent advice, including financial advice, as implications (such as tax) may arise as a result of claiming the prize.
- d. Prizes are not transferable.

9. Personal Information

- a. By entering this Competition, you consent to us:
 - i. publishing your Personal Information, or disclosing your Personal Information (including to State and Territory lottery departments), in accordance with these Terms or as required by relevant laws; and
 - ii. using your Personal Information to communicate with you about the Competition and contact you if you win a prize.
- b. If you wish to access, or for us to update, correct or delete, your Personal Information or information in your entry, contact us using the details below.

10. Liability

- a. Nothing in these Terms excludes, restricts or modifies any rights or remedies under Schedule 2 of the Competition and Consumer Act 2010 (Cth) that cannot be excluded, restricted or modified.
- b. Subject to clause 10a and to the fullest extent permitted by law, we and our affiliates, including any Related Bodies Corporate (and each of their officers, directors, employees, contractors and agents):
 - i. are not responsible for any error, omission, interruption, delay in operation or transmission, communications line failure or any other event beyond our control. In these circumstances, if we elect to cancel the Competition, we do so without liability and may reschedule it on the same terms;
 - ii. make no express or implied warranties, representations or guarantees, in fact or in law, regarding this Competition or the prizes; and
 - iii. exclude all liability (including for negligence) for any personal injury or loss or damage (including for loss of opportunity, business, goodwill or profits), whether direct, indirect, special or consequential, arising in any way out of the Competition, including where arising out of:
 1. any technical difficulties or equipment malfunction (whether or not under our control);
 2. any unauthorised access or third party interference;
 3. any entry that fails to be transmitted or is cancelled, rejected, delayed, interrupted or late (whether or not after our receipt or otherwise);
 4. any variation in prize value or specification;
 5. any tax liability or similar charge incurred by the winners; or
 6. use of a prize by the winners.
- c. We are not responsible for any problem or technical malfunction of any telephone network or lines, computer systems, servers, providers or equipment, software, traffic congestion on the internet or any website, or any combination of those, including any injury or damage to entrants or any other person's computer related to or resulting from participating in this Competition.
- d. You are solely responsible for any costs associated with entering the Competition and accessing the Uber Driver App, as these costs depend on the internet service provider you use.
- e. Without limiting any other terms, you indemnify us and our affiliates, including Related Bodies Corporate (and their officers, directors, employees, contractors and agents) from and against your breach of these Terms.

11. Disruption to Competition

- a. If, for any reason, this Competition is affected or interfered with in any way or is not capable of being conducted as planned due to a Force Majeure Event, including where such circumstance corrupts or affects the administration, security, fairness or integrity or proper conduct of this Competition, we may, to the fullest extent permitted by law:
 - i. disqualify any entrant who tampers or interferes with the entry process; or
 - ii. subject to required regulatory approval, cancel, terminate, modify, reschedule or suspend the Competition, as appropriate.

- b. Any entrant found to be tampering or interfering with the entry process will have all entries invalidated and any claim to a prize will be invalidated. We will determine whether a breach has occurred in our discretion and may request any documentation we consider necessary to assist with our assessment. You must immediately provide any requested documentation at your cost.

12. General

- a. Any failure to enforce any of our rights does not constitute a waiver of those rights.
- b. Any part of these Terms that is illegal, void or unenforceable may be severed, and the remainder will continue in force.
- c. At all relevant times, you warrant and agree that, at all relevant times, you will comply with:
 - i. all applicable laws and regulations; and
 - ii. the terms and conditions of your agreement with Portier Pacific Pty Ltd in relation to the provision of delivery services as a Delivery Person.
- d. This Competition and any issues relating to the construction, validity, interpretation and enforceability of these Terms will be governed by the laws of New South Wales, Australia.
- e. The promoter of this Competition is Uber Australia Pty Ltd (ABN 28 622 365 459) of 580 George Street, Sydney, New South Wales, 3000 on behalf of Portier Pacific Pty Ltd (ABN 28 622 365 459).
- f. If you have any questions regarding these Terms or any issues regarding how this Competition is conducted, you may contact us using your Uber Driver App or contacting us using the details set out at <https://www.uber.com/us/en/drive/driver-app/phone-support>. We will determine how any issues or disputes will be resolved.
- g. New South Wales authority number: TP/00224