

# **“Promotool platform” Terms and conditions**

Last update on October 5, 2020

## **1.- Definitions**

The following terms

**“Campaign” shall mean:** each promotional, commercial, advertising or marketing actions or events that are meant to promote the Partner’s operations in the Glovo App and that can be designed by the Partner via the Promotool.

**“Campaign’s budget” also referred to “campaign’s cost” shall mean:** the total cost established by the Partner through the Promotool (as defined hereinabove) for each specific campaign.

**“General Terms of Use and Contracting” shall refer to:** the terms and conditions available to users of our Glovo App and that can be found [here](#).

**“Glovo” shall mean:** any of our companies group, held by the legal entity Glovoapp23, SL, with a registered office in Spain, Barcelona (08005) in Calle Pallars, 190 and with VAT number B-66362906. Glovo is a technological company whose primary activity is the development and management of a platform which enables certain local stores (see **Partner’s** definition herein above) of some cities to offer their products through the App/website.

**“Glovo App” shall mean:** the technological platform (app and website) developed and managed by Glovo which enables certain local stores (see **Partner’s** definition herein above) of some cities to offer their products through the App/website.

**“Parties” shall mean:** Glovo and the Partner together referred to as the Parties.

**“Partner(s)” also referred to as “You” and “Yours” shall mean:** any shop or restaurant which has accepted Glovo’s Terms and Conditions for the use of the App and/or have signed the Partner’s Agreement.

**“Partner’s Agreement” shall mean:** any contract concluded between the Partner and Glovo for the purpose of the use of our Glovo App.

**“Promotool” shall mean:** the Partner web App inside its Promotion section made available to Partners in order for them to be able to request and manage their applications for marketing

**“Terms and Conditions” shall mean:** these terms and Conditions ruling the use of the Promotool Platform.

**“Users” shall mean:** any user, client or final consumer of the Glovo App and Partner’s services or products who have expressly accepted the General Terms of Use and Contracting as defined above.

**“Selected partners” shall mean:** the employee(s) that has been defined by the Partner to be authorized to create and generate campaigns through the Promotool on behalf of the Partners. This decision shall be communicated to Glovo before any user by the Partner of the Promotool.

## **2.- Purpose of these Terms and Conditions**

These terms and conditions shall apply to those Partners who request, through our Promotool, the creation, setting and implementation of specific promotions made available by Glovo to the Partner in the Glovo App.

These Terms and Conditions do not replace in any event the “General Terms of Use and Contracting” applicable to all users [here](#) nor the agreement that has been signed or concluded between the Partner and Glovo when the case may be. These Terms and Conditions supplement them and may be modified and extended by Glovo at any time with or without notice to the Partner.

Glovo informs the Partner that, for the moment, Promotool is only available to Partners for free delivery campaigns. As soon as other marketing and promotion campaigns are available to Partners, these Terms and Conditions shall be updated by Glovo and directly applicable to Partners.

By clicking “I accept the Promotool Terms and Conditions”, at the bottom of these Terms and Conditions, You agree to be bound by the terms as well as authorize Glovo to implement a campaign on your behalf in the Glovo App.

## **3.- What is the Promotool service?**

Promotool is a platform made available by Glovo to its selected Partners who meet the requirements hereinafter described and that allows them to feature, create, enable and disable in App its own offers and promotions to users by selecting and defining:

- the name of its own campaign,
- the cities and stores in which such campaign shall be applicable,
- the start and end dates of the campaign,
- the budget of the campaign.

The data related to campaigns in the Promotool must be correctly entered in an accurate way by the Partner in the software before placing the campaign's request. Unless otherwise specified by Glovo, Partner shall be solely responsible for defining all those elements provided that those elements are available through the Promotool.

Glovo shall be freely entitled to include any new service or marketing modality at any time within the Promotool. Among others, the following marketing actions could be enabled:

- **Free delivery:** the user receives the meal/product with no cost of delivery
- **Flat delivery:** the user pays a flat delivery fee (which contains a discount inside - e.g. 1€)
- **Percentage of discount on products:** the user pays a percentage OFF the total menu (or specific products) - e.g. 20% of all the restaurant.
- **2x1:** the user buys one and gets another item (same item) for free.

#### **4.- Parties' responsibilities and rights**

- **Campaign's characteristics and use of the Promotions Tool**

The data related to campaigns inserted by the Partner in the Promotool, in accordance with clause 2 hereinabove must be inserted in a correct and accurate way by the Partner in the Promotool before placing the campaign's request.

Unless otherwise specified by Glovo, the Partner shall be solely responsible for defining all those elements provided that those elements are available through the Promotool.

The Partner agrees to only use the Promotool in a legal way and shall not elude nor make a different use of such tool from the use described herein. In the event Glovo detects that the Partner has violated its obligations hereunder, it shall be entitled to disabled the Partner's profile and campaigns inside the Glovo App as well as claim for any damages.

- **Campaign's cancellation**

Once the Partner has placed a campaign in the Promotool, the campaign shall be accepted by Glovo. The Partner shall pay to Glovo the amount of the campaign requested by it through the Promotool in accordance with clause 5 of these Terms and Conditions.

In the event that the Partner wishes to cancel the campaign before its end or, in case the Partner wants to unsubscribe from the use of the Promotool, the Partner has the option to do so inside the Promotool.

The Partner recognizes and accepts that the costs in which the Partner has already incurred during the period that the Campaign has been activated and performed on its behalf through the App is not refundable. Neither refunds nor credits will be granted to the Partner to compensate the amount of the total budget that has been already used for marketing investments or campaign's costs.

- **Glovo's rights**

Promotool availability: Glovo reserves the right to discontinue, deactivate, cease, suspend or reactivate the Promotool services as well as to update or amend these Terms and Conditions at any time in its sole discretion without obligation to send any prior notice to the Partner. In this sense, the Partner agrees that neither Glovo nor any of its affiliates shall be liable for any of these circumstances.

Fraud: Glovo reserves the right to cancel promotional campaigns requested by the Partner if it becomes aware of a fraudulent use by the Partner of the Promotool. Furthermore, Glovo reserves the right to apply sanctions to the Partner for the amount for which Glovo has been defrauded as a result of such use as well as any additional damage suffered by such malicious or negligent behavior.

Force majeure: Glovo will accept no liability if, due to an event of force majeure or other events beyond its control or whose need is justified, it is forced to cancel, shorten, extend or amend the conditions of promotions and campaigns. In particular, Glovo will accept no liability if the website is not available at any time during promotions, campaigns for a malfunction in the Glovo App or Promotool.

#### **5.- Registration Process**

In order to register for the Promotool service, you must have a current active Glovo Partner's account and enter the necessary information in the Promotool , through the "my account" section of your personal Glovo Partner's profile.

## **6.- Campaign's price and payment**

- **Campaign's cost or budget**

Promotool is a service provided by the Glovo App under which Partners of the Glovo App can create their own promotion and marketing campaigns by paying to Glovo the amount of the campaign. Therefore, the Partner shall be solely responsible for the payment of the cost or budget campaign.

The Partner recognizes and acknowledges that each Campaign's total cost shall be an equivalent amount to at least TEN (10)% of the previous month gross sales obtained by the Partner through the use of the Glovo App.

The Partner recognizes and acknowledges that, when reaching 90% of the total agreed cost or budget for a Campaign, Glovo shall be entitled to stop the Campaign to avoid exceeding from the initial agreed budget.

Notwithstanding the above, the Parties agree that, in the event the initial cost or budget of the Campaign has been exceeded, the difference between the initial budget and the final global budget will be charged to the Partner by Glovo.

- **Promotool fee**

Currently, the Parties agree that the price for the use of the Promotool shall be included in the amount paid by each Partner to Glovo under the partnership concluded between the Parties for the use of the App.

Notwithstanding the above, Glovo shall be entitled to apply a Promotool fee to all its Partners, at its sole discretion, by informing them, by any written means, with a prior notice of at least TWENTY (20) calendar days before the entry in force of such fee. The payment methods are described hereinafter.

- **Payment methods**

The payment of each Campaign's cost and, Promotool fee if any, shall be made by deducting the amount that has been spent by the Partner for each Campaign from the invoice(s) issued by Glovo to the Partner, as concluded and established under the corresponding Partnership agreement between the Parties for the use of the Glovo App. The corresponding concept inscribed on the invoice shall be "Promotions".

- **Applicable taxes**

The Promotool fee is exclusive of value added tax - or any other sales tax or similar tax levied -, which if applicable shall be charged by Glovo to the Partner and paid by the Partner according to local tax legislation.

Furthermore, depending on the marketing action enabled by the Partner, the taxation of each one of these actions would be as follows:

- **Free delivery or flat delivery** assumed by the Partner: Glovo shall charge the corresponding amount of the delivery fee, if applicable, to the Partner, applying the corresponding value added tax on the amount of the delivery fee, when applicable. In that case, the delivery fee shall be considered VAT inclusive.
- **Percentage of discount on the product or 2x1** assumed by the Partner: Glovo shall charge the corresponding amount of the product discount or cost to the Partner. In that case, Glovo will not charge VAT to the Partner.

## **7.- Applicable Law**

The relationship between Glovo and the Partner with regard to the use of Promotool shall be governed by, and construed in accordance with, these Terms and Conditions, whose construction, validity and enforcement shall be governed by Spanish law; and any disputes shall be submitted to the Courts of Barcelona.